

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE  
KNOXVILLE DIVISION

BITUMINOUS CASUALTY  
CORPORATION,

Plaintiff,

v.

Case No: 3:09-cv-00060  
(VARLAN/SHIRLEY)

WALDEN RESOURCES, LLC, AMWES  
EXPLORATION, LLC, DANIEL POTTS,  
ZTX DRILLING, LLC, JONATHAN D.  
VANN, LEXINGTON INSURANCE  
COMPANY, NATIONAL POLLUTION  
FUNDS CENTER, UNITED STATES  
ENVIRONMENTAL PROTECTION  
AGENCY, WILD WELL CONTROL, INC.,  
MARLOW VOLUNTEER FIRE  
DEPARTMENT, SUPERIOR WELL  
SERVICES, INC., GRIFFITH SERVICES,  
LLC, BLOWOUT TOOLS, INC.,  
UNIVERSAL WELL SERVICES, INC.,  
MILLER PETROLEUM, INC., FAY  
PORTABLE BUILDINGS, INC.,  
ENGINEERING CONSTRUCTION  
SERVICES, INC., DIG IT UP  
EXCAVATION CO., VOLUNTEER  
TRENCHING, BILLINGS CRANE &  
MECHANICAL, INC., B. J. SERVICES  
COMPANY, NORTH EAST MUD  
SERVICES COMPANY, LLC, L&D WELL  
SERVICE, EAST TENNESSEE  
CONSTRUCTION, QUALITY SUPPLY,  
BRAD PENNINGTON, ROBERT KELLY,  
DEBRA KELLY, AND CLIFFORD N.  
HENDERSON, JR.,

Defendants.

AGREED ORDER OF DISMISSAL AS TO DEFENDANT  
UNIVERSAL WELL SERVICES, INC.

It appearing to the Court from the signatures hereto that:

1. As set forth in the complaint for declaratory judgment, interpleader and permanent injunctive relief filed in this action, Universal Well Services, Inc. was joined pursuant to 28 U.S.C. § 2201, Rule 57 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1335 and Rule 22 of the Federal Rules of Civil Procedure, in that Bituminous Casualty Corporation felt that pursuant to the Declaratory Judgment Act and Federal Interpleader Act Universal Well Services, Inc. might be affected by the declarations made by this Honorable Court, and based upon the desire of Bituminous Casualty Corporation that Universal Well Services, Inc. be bound by the declarations made by this Honorable Court as to the issues raised in this action;

2. Universal Well Services, Inc. has reviewed the complaint for declaratory judgment, interpleader and permanent injunctive relief, and the issues raised therein;

3. Universal Well Services, Inc. affirmatively states that its claim has been paid, that it asserts no interest in the determinations requested in the complaint for declaratory judgment, interpleader and permanent injunctive relief, and that it agrees that it will not contest the declarations sought by Bituminous Casualty Corporation in the complaint for declaratory judgment, interpleader and permanent injunctive relief; and

4. Consequently, Bituminous Casualty Corporation and Universal Well Services, Inc. have agreed that Universal Well Services, Inc. may be dismissed from this case without prejudice and need not participate further in this litigation.

Based upon the representations contained herein, this Court dismisses Universal Well Services, Inc. from this matter upon the representations that it will claim no interest under the Declaratory Judgment Act and Federal Interpleader Act in the outcome of the

determinations sought by Bituminous Casualty Corporation in the complaint for declaratory judgment, interpleader and permanent injunctive relief.

ENTERED this 23<sup>rd</sup> day of April, 2009.

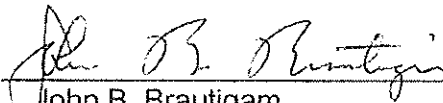
s/ Thomas A. Varlan  
~~JUDGE~~  
UNITED STATES DISTRICT JUDGE

**APPROVED FOR ENTRY BY:**

s/ Benjamin J. Miller  
**PARKS T. CHASTAIN**  
Registration No. 13744  
**BENJAMIN J. MILLER**  
Registration No. 025575  
Attorneys for Plaintiff, Bituminous Casualty Corporation

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**UNIVERSAL WELL SERVICES, INC.**

By:   
John B. Brautigam  
Corporate Counsel